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IN THE HIGH COURT OF DELHI AT NEW DELHI

+ BAIL APPLN. 1463/2011

SUMAN JAIN

Through

..... Petitioner
Mr. Rambir Chauhan, Advocate

versus

STATE GOVT. OF NCT OF DELHI

Through

..... Respondent

Ms. Fizani Hussain, APP for the
State with SI Sudhir Kumar PS
Model Town.
Mr. Prag Chawla, Sr. Advocate with
Mr. (Name not given) for
respondent/complainant

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+ BAIL APPLN. 1489/2011

SUSHIL JAIN

Through

..... Petitioner
Mr. Rambir Chauhan, Advocate

versus

STATE

Through

..... Respondent

Ms. Fizani Hussain, APP for the
State with SI Sudhir Kumar PS
Model Town.
Mr. Prag Chawla, Sr. Advocate with
Mr. (Name not given) for
respondent/complainant

CORAM:

HON'BLE MR. JUSTICE M.L. MEHTA

ORDER
03.11.2011

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These applications relate to anticipatory bail of the petitioners in
the aforesaid cases.

Signature Not Verified

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Certify that the digital file and
physical file have been compared and
the digital data is as per the physical
file and no page is missing.

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I have heard counsel for the Petitioners and also for Smt. Richa Jain and Sh. Prag Chawla, senior advocate for the complainant and also for Sh. Ashok Kumar and Sumit Khurana.

The petitioners Suman Jain, Sushil Jain along with Richa Jain have entered into settlement with the complainant Kanwal Sahani as well as Ashok Kumar and Sumit Khurana who are represented by Sh. Prag Chawla Advocate.

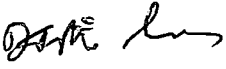
By virtue of a sale deed dated 23rd March, 2011, property bearing No. 09, block No.40, known as 40/09 with municipal number 12490 (40/9) admeasuring 160 sq. yards/ 130 sq mtrs, Roshanara Extention, Subzi Mandi, presently known as Shakti Nagar, was sold by Ms. Suman Jain and Richa Jain in favour of Kanwal Sahani, Ashok Kumar and Sumit Khurana. Subsequently, an FIR No. 305/2011 came to be registered at PS Model Town, against the executants of the sale deed namely Ms. Suman Jain and Richa Jain and also witnesses Shushil Jain and others. The petitioners and Ms. Richa Jain have arrived settlement with Vendees named above. In pursuance thereto a sum of Rs. 22,50,000/- (Twenty two lac and fifty thousand) is being paid by them by way of six drafts in the names of the vendees in lieu of cancellation of the aforesaid sale deed. This amount is being paid by the petitioners without admitting that they have received Rs. 5 lac from the vendees. The aforesaid drafts have been handed over to Kanwal Sahani and Shri Chawla counsel for the vendees today in the Court.

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In terms of the settlement arrived at between the petitioners and vendees as above, the aforesaid sale deed would be liable to be cancelled. The original registered sale deed be got cancelled after taking appropriate steps in this regard before the concerned office of Sub-Registrar.

The parties will jointly make appropriate application before the Sub-Registrar for cancellation of sale deed on 8th November, 2011 at 10 a.m. and the copy of the cancelled sale deed will be handed over to the I.O. by the petitioners.

It is stated by learned APP that this settlement by the petitioners with the vendees will not absolve the petitioner of their offences committed by them as per the aforesaid FIR and for which the State will pursue its legal proceedings against them.

In view of the above, the petitioners are admitted to anticipatory bail. In the event of arrest, the petitioners will be released on bail on furnishing personal bonds in the sum of Rs.25,000/- each with one surety each of the like amount, subject to the satisfaction of the Court concerned/IO. 

NOVEMBER 03, 2011
'raj'


M.L. MEHTA, J